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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

RASON WILLIAMS and MARQUISE
WOODSON, individually, and on behalf of
other members of the general public similarly
situated and aggrieved employees pursuant to
the Private Attorneys General Act (“PAGA”);

Plaintiffs,

vs.

COROVAN CORPORATION, a California
corporation; COROVAN MOVING & STORAGE
CO., a California corporation; KLINGER
MOVING COMPANY, a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No. RG21085500
[Consolidated with Case No. 21CV004213]

[Assigned to Hon. Somnath Raj Chatterjee]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 7, 2022
Time: 1:30 p.m.
Department: 10C

Reservation ID: 761644481306

Complaint Filed: January 11, 2020

1 Plaintiffs’ motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on or about June 14, 2022, and a hearing was held before this Court on July 7, 2022.
3 Simon L. Yang of Diversity Law Group, P.C. appeared on behalf of Plaintiff Marquise Woodson,
4 Douglas Han appeared of Justice Law Corporation appeared on behalf of Plaintiff Rason Williams, and
5 James E. Hart of Littler Mendelson, P.C. appeared for Defendants Corovan Corp., Corovan Moving &
6 Storage Co., Klinger Moving Company, or Employer’s Leasing Company, Inc.

7 **I. RECITALS**

8 1. On January 11, 2021, Plaintiff Williams initiated this lawsuit against Defendants Corovan
9 Corp., Corovan Moving & Storage Co., and Klinger Moving Company. On January 25, 2021, Plaintiff
10 Woodson filed a lawsuit against Employer’s Leasing Company, Inc. in San Diego County Superior
11 Court, entitled *Marquise Woodson v. Employers Leasing Company, Inc.*, San Diego Superior Court,
12 Case No. 37-2021-00003436 (the “*Woodson Action*”).

13 2. The Parties in both lawsuits met and conferred and agreed to proceed to private mediation
14 with well-renowned Southern California wage and hour mediator, Lynn Frank. The Parties scheduled an
15 August 3, 2021 mediation to attempt to resolve both lawsuits. After more than 12 hours of negotiation at
16 the mediation and subsequent weeks of further negotiation, the Parties agreed to a settlement in principle
17 pursuant to a mediator’s proposal.

18 3. Ultimately, the Parties were ultimately able to agree to the current settlement described in
19 the Joint Stipulation for Class Action Settlement (“Agreement”) attached as Exhibit 1. Pursuant to the
20 settlement, the *Woodson Action* was transferred to Alameda County Superior Court as Case No.
21 21CV004213. The *Woodson Action* was then consolidated with this lawsuit. An operative First
22 Amended Complaint in this lawsuit now alleges all class action claims and claims as proxies for the
23 State of California pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) alleged
24 by Plaintiff Williams and Plaintiff Woodson.

25 **II. FINDINGS**

26 4. The Court conditionally certifies the following Classes: all persons employed by Corovan
27 Corp., Corovan Moving & Storage Co., Klinger Moving Company, or Employer’s Leasing Company,
28

1 Inc. in California in a non-exempt hourly paid position and any non-exempt hourly Temps¹ placed or
2 assigned at Corovan Corp., Corovan Moving & Storage Co., Klinger Moving Company, or Employer's
3 Leasing Company, Inc. during the period of time, subject to the Agreement's Escalator Clause,² starting
4 on January 11, 2017 and ending on November 1, 2021. Defendant's records have identified 2,059 Class
5 Members.

6 5. The Court hereby approves the terms and conditions provided for in the Agreement. The
7 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
8 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
9 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
10 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
11 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
12 also appears that investigation, research, and proceedings have been conducted so that counsel for the
13 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
14 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
15 would be presented by the further prosecution of the action. It also appears that settlement has been
16 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

17 **III. ORDERS**

18 After considering the papers and evidence, arguments of counsel, and all other matters presented
19 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

20 6. The Court grants preliminary approval of the Agreement submitted by the Parties. The
21 Agreement appears to be fair, adequate, and reasonable to the Class.

22 7. The Court appoints and designates: (a) Plaintiffs Rason Williams and Marquise Woodson
23 as Class Representatives and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and
24

25 ¹ "Temps" are individuals employed by Temp Agencies and assigned to one or more of Defendants
26 during the Settlement Class Period.

27 ² If the number of Class Member workweeks exceeds 90,638 by more than 15% (i.e., 104,234 or more),
28 Defendants shall have the option of either (a) increasing the Gross Settlement Amount on a pro rata
basis equal to the percentage increase in the number of workweeks above 15% or (b) modifying the
Class Period so that the total number of workweeks in the Settlement Period does not exceed 104,234.

Douglas Han, Shunt Tatavos-Gharajeh, and Philip Song of Justice Law Corporation as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

8. A final fairness hearing on the question of whether the proposed Agreement, the allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the PAGA penalties and payment to the Labor & Workforce Development Agency, the Class Representative Enhancement Payment, and Settlement Administration Costs should be finally approved as fair, reasonable, and adequate as to the members of the Class is set for _____, 2022, at _____ in this Court.

9. The Court hereby approves, as to form and content, the Notice of Pendency of Class Action Settlement ("Class Notice"), which is attached as Exhibit A to the Agreement and this Order. The Parties shall request that Accounting Principals; Aerotek; JM 360 Solutions; Modis OfficeTeam; Partnership Staffing Solution LLC; Paytech; Roth Staffing; Silicon Valley Staffing Group, Inc.; Solomon Page; and Talent House Management (the "Temp Agencies") provide information necessary to effect the distribution of the Class Notice. To the extent that records or information reasonably available to the Temp Agencies and necessary to effect the distribution of the Class Notice have not been provided to Defendants, the Temp Agencies shall promptly do so. The Court finds that distribution of the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

10. The Court appoints and designates Phoenix Settlement Administrators as the Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class Members using the procedures set forth in the Agreement.

11. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.

1 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
2 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
3 signed by each such Class Member opting out and must otherwise comply with the requirements
4 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
5 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
6 Judgment.

7 12. Any Class Member may object to the Agreement or express his or her views regarding
8 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
9 issues to be heard and determined by the Court as provided in the Class Notice.

10 13. A Motion for Final Approval shall be filed by the Class Representatives no later than
11 sixteen (16) court days before the final fairness hearing.

12 14. The Court reserves the right to adjourn or continue the date of the final fairness hearing
13 and all dates provided for in the Agreement without further notice to the Class. The Court retains
14 jurisdiction to consider all further applications arising out of or connected with the Agreement.

15 15. Should for whatever reason final approval is not granted, the fact that the Parties were
16 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
17 of whether a class should be certified in a non-settlement context.

18 **IT IS SO ORDERED.**

19 DATED: _____, 2022

THE HONORABLE SOMNATH RAJ CHATTERJEE